

**INTERLOCAL AGREEMENT
FOR SHARED FUNDING OF
THE HOUSING AUTHORITY CONSOLIDATION STUDY**

This Interlocal Agreement is made and entered into this ____ day, of _____ 2006, by and between the CITY OF LAS VEGAS (hereinafter referred to as "CITY"), COUNTY of CLARK, the CITY OF HENDERSON, and the CITY OF NORTH LAS VEGAS, (hereinafter collectively referred to as "Cities and County").

WITNESSETH:

WHEREAS, County and Cities executed an Interlocal Agreement for the formation of the Southern Nevada Regional Planning Coalition (SNRPC) dated January 27, 2000, which was formed in recognition of the need for collaboration to address the challenges facing Southern Nevada; and

WHEREAS, the SNRPC has approved the formation of a Technical Committee to oversee regional activities in Southern Nevada (hereinafter referred to as "Committee"); and

WHEREAS, Housing Authorities are created by the municipality, pursuant to the powers within NRS 315.320; and

WHEREAS, Southern Nevada currently has three (3) housing authorities, including the Housing Authority of the city of Las Vegas, the Clark County Housing Authority, and the Housing Authority of the city of North Las Vegas. Public Housing within the city of Henderson is administered by the Clark County Housing Authority; and

WHEREAS, on March 9, 2006 the Committee recommended shared funding for a Due Diligence Study for possible consolidation of Housing Authority programs and/or agencies; and

WHEREAS, Housing Authorities may enter into cooperative agreements, pursuant to NRS 315.530.

WHEREAS, Nevada Revised Statutes (NRS) 277.180 provides that two or more political subdivisions of the State of Nevada may enter into interlocal agreements for the performance of any governmental function in the furtherance of that function.

NOW, THEREFORE, the following have been mutually agreed upon by all parties:

SECTION I: HOUSING AUTHORITY CONSOLIDATION DUE DILIGENCE STUDY
PHASE I ACTIVITIES – ASSESSMENT AND RECOMMENDATION

The Committee is responsible for overseeing the coordination of regional activities. The Committee recognizes the continuing and immediate need to provide housing opportunities and services that are accessible, safe, affordable and livable for individuals and families residing in southern Nevada, and agree to commit funds using a population-based formula for the duration of the agreement (July 1, 2006, through June 30, 2007), not to exceed amounts stated in Exhibit A for Phase I (Assessment and Recommendation) of the Housing Authority Consolidation Study.

Phase I (Assessment and Recommendation) of the Housing Authority Consolidation study is necessary to determine possible efficiencies and/or cost savings related to consolidation. The study will include the evaluation of several areas such as assets, liabilities, housing stock, service

capacity, customer service impact, personnel, existing funds, and the like.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

Funding for Phase I (Assessment and Recommendation) of the Housing Authority Consolidation Study will be shared among the City, County and Cities on a population-based formula, in the amounts stated in Exhibit A. The City will bill the County and Cities upon the effective date of the interlocal agreement and funds must be received within 30 days of billing.

SECTION III: MISCELLANEOUS PROVISIONS

A. Termination without Cause

1. Upon thirty days written notice to all parties, a party to this Interlocal Agreement may terminate this Interlocal Agreement for any reason prior to the date of termination set forth in paragraph D below.
2. If termination is effected by any party, all parties agree to pay their portion of the compensation for services and benefits which has been earned or accrued as of the effective date of termination.

B. Governing Law Nevada law shall govern the interpretation of this Interlocal Agreement.

C. Confidential Treatment of Information All parties shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled or prepared in connection with the performance of this Interlocal Agreement.

D. Terms of Agreement Parties agree to reimburse the City for costs related Phase I (Assessment and Recommendation) of the Housing Authority Consolidation Study for the 2006/2007 fiscal year beginning July 1, 2006, unless the Interlocal Agreement is terminated as set forth in paragraph A above.

E. Amendments Amendments to this Interlocal Agreement may be made only upon mutual consent in writing by the City, County and Cities. No amendments or modifications of this Interlocal Agreement shall be deemed effective, unless or until, it is executed in writing by the parties hereto, with the same formality attending execution of this Interlocal Agreement.

F. Other Party Liability The City, Cities and County, including any of their respective agents or employees, shall not be liable to any parties not participating in this Interlocal Agreement for any act or omission of the other party.

G. Other Party Interest This Interlocal Agreement is entered into for the exclusive benefits of the undersigned parties and is not intended to benefit any individual or entity not expressly named a party hereto.

H. Headings The headings of articles and sections contained in this Interlocal Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Interlocal Agreement.

I. Waiver or Breach Any waiver or breach of any provision of this Interlocal Agreement shall not be deemed a waiver of any other breach of the same or different provision.

J. Severability In the event any provision of this Interlocal Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this Interlocal Agreement shall remain in full force and effect.

K. Independent Contractor The City, Cities and County are independent entities and nothing contained in this Interlocal Agreement shall be construed or be deemed to create a

L. Entire Interlocal Agreement This executed Interlocal Agreement contains the entire agreement among the City, Cities and County relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Interlocal Agreement not expressly set forth in this Interlocal Agreement are of no force or effect.

M. Effective Date The effective date of this Interlocal Agreement shall be July 1, 2006, through June 30, 2007.

3

EXHIBIT A

Funding Formula for Housing Authority Consolidation Study Phase I – Assessment and Recommendation

Jurisdiction	CDBG FY'06	Percentage of Funding	Funding Share
Clark County	\$6,403,839	45%	\$67,500
City of Las Vegas	\$5,251,820	36%	\$54,000
City of Henderson	\$1,140,743	8%	\$12,000
City of North Las Vegas	\$1,615,117	11%	\$16,500
Total	\$14,411,519	100%	\$150,000

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by their duly authorized representatives on the day and year first written above.

Attest:

City of Las Vegas, Nevada

By: _____
Barbara Jo Ronemus, City Clerk

By: _____
Oscar B. Goodman, Mayor

Approved as to form:

Thomas R. Green 8/2/06
City Attorney

Attest:

**Board of County Commissioners
Clark County, Nevada**

By: _____
Shirley B. Parraguirre, County Clerk

By: _____
Rory Reid, Chairman

Approved as to form:

Elizabeth A. Vibert
Deputy District Attorney

Attest:

City of Henderson, Nevada

By: _____
Monica M. Simmons, City Clerk

By: _____
James B. Gibson, Mayor

Approved as to form:

City Attorney

Attest:

City of North Las Vegas, Nevada

By: _____
Karen L. Storms, CMC, City Clerk

By: _____
Michael L. Montandon, Mayor

Approved as to form:

City Attorney